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*Counsel for*  
*ARRIS Solutions, Inc.*

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

In re:

GOODMAN NETWORKS, INC.,

Debtor.

Chapter 7

Case No. 22-31641 (MVL)

**ARRIS SOLUTIONS, INC.'S JOINDER TO THE INVOLUNTARY PETITION  
AGAINST GOODMAN NETWORKS, INC.**

ARRIS Solutions, Inc. (“ARRIS”) files this joinder to the involuntary petition against Goodman Networks, Inc. (the “Debtor”) filed by JLP Credit Opportunity Master Fund Ltd.; JLP Credit Opportunity IDF Series Interests of the SALI Multi-Series Fund, L.P.; JLP Institutional Credit Master Fund LP; and Alimco Re Ltd. (collectively, the “Original Petitioning Creditors”). ARRIS joins the involuntary petition pursuant to section 303 of title 11 (the “Bankruptcy Code”) and would show as follows:

1. On September 6, 2022, the Original Petitioning Creditors commenced the instant involuntary chapter 7 case by filing an Involuntary Petition Against a Non-Individual [Docket No. 1] as to the Debtor.

2. The Debtor is a Texas corporation with its principal place of business located at 2801 Network Blvd., Ste. 300, Frisco, Texas, 75034.

3. ARRIS is a Delaware corporation that maintains its principal place of business in Hickory, North Carolina.

4. This Court has jurisdiction over this case under 28 U.S.C. § 1334 and 28 U.S.C. § 157(b)(1). Venue in this district is proper under 28 U.S.C. § 1408.

5. The business relationship between the parties began with a 2008 Distributor Agreement between General Instrument Corporation d/b/a Home & Networks Mobility Business of Motorola Inc. (“Motorola”) and Genesis Networks, Inc. (“Genesis Networks”). Under the Distributor Agreement, Motorola sold products on consignment to Genesis Networks for the benefit of AT&T Inc. (“AT&T”). A true and correct copy of the Distributor Agreement is attached as Exhibit A.

6. In 2010, the parties agreed in writing to assign the Distributor Agreement from Genesis Networks to Genesis Networks Telecom Services, LLC d/b/a Genesis ATC (“Genesis”).

7. In 2015, Motorola assigned the Distributor Agreement to ARRIS.

8. The Distributor Agreement was amended numerous times over the years, most recently by a Letter of Terms effective as of June 21, 2018, executed by ARRIS and Genesis. A true and correct copy of the Letter of Terms is attached as Exhibit B.

9. In 2019, Genesis was acquired by Debtor. Pursuant to the acquisition, Debtor assumed Genesis’s contractual obligations. *See* Debtor’s Objection to FSCLE’s Joinder [Docket No. 43] at ¶ 12; *see also* Asset Purchase Agreement [Docket No. 43-1].

10. In November of 2019, Steve Seago, Debtor’s Executive Vice President, informed ARRIS that the Debtor had recently acquired Genesis. Mr. Seago sent ARRIS a proposed Assignment, Assumption and Consent that would assign the Distributor Agreement from Genesis to GNET ATC, LLC (“GNET”).

11. Though ARRIS and Debtor discussed revisions to the proposed Assignment, Assumption and Consent, it was never executed by both parties.

12. In October 2021, Debtor stopped paying ARRIS for amounts owed under the Distributor Agreement.

13. Debtor owes ARRIS \$30,293,887.09 for material sold pursuant to the Distributor Agreement (the “Claim”), and such Claim is unsecured. *See* Aff. of Mark Smith, attached as Exhibit C.

14. Debtor is in material breach of the Distributor Agreement for nonpayment as it has failed and refused to pay the Claim. *Id.*

15. The Claim is neither contingent as to liability nor subject to a bona fide dispute as to liability or amount.

16. Debtor is not paying ARRIS and its other creditors' debts as they become due. *Id.*

17. Debtor is no longer providing services pursuant to the Distributor Agreement, nor is Debtor conducting business in the ordinary course. *Id.*

18. Upon information and belief, AT&T has terminated its relationship with Debtor. Upon further information and belief, Debtor has terminated its business operations and caused material assets to be transferred to related persons and related entities without obtaining reasonably equivalent value in return.

19. In filing this joinder, ARRIS has relied in good faith on the representations of the Original Petitioning Creditors in the involuntary petition, their statements in support of the involuntary petition, and their waivers, including the representation that they are qualified creditors to commence an involuntary chapter 7 bankruptcy petition in accordance with section 303(b) of the Bankruptcy Code. *See* Docket Nos. 1–10.

**WHEREFORE**, ARRIS joins the involuntary petition and respectfully requests that the Court enter an order for relief against Debtor and provide such other relief to which ARRIS may be justly entitled.

RESPECTFULLY SUBMITTED this the 15<sup>th</sup> day of November 2022.

By: /s/ Jason M. Hopkins  
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*Counsel for*

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**CERTIFICATE OF SERVICE**

I certify that the foregoing was filed electronically through the Court's ECF system and served electronically on all parties enlisted to receive service electronically.

Dated: November 15, 2022.

/s/ Jason M. Hoplons

Jason M. Hopkins